

SUPREME COURT

DIVISION OF
STATE COURT ADMINISTRATION



OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500
INDIANAPOLIS, IN 46204-3568
317.232.2542
317.233.6586 FAX
COURTS.IN.GOV

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR

June 7, 2016

Professor Christopher Sullivan
University of Cincinnati Corrections Institute
P. O. Box 210389
Cincinnati, OH 45221

Re: Bulk Data Request

Dear Professor Sullivan

Your request, on behalf of the University of Cincinnati Corrections Institute, to obtain bulk distribution of confidential court records from all Indiana trial courts using the Odyssey and Quest Case Management Systems and related data from INcite concerning those cases has been approved by the Division of State Court Administration and the Indiana Supreme Court pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Confidential Data or Compiled Information, Form TCM-AR9(F)(4)-1.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

You are approved to receive bulk distribution of Odyssey and INcite records, without cost, and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (2) You are prohibited from providing bulk distribution of Odyssey or INcite records to any third party.

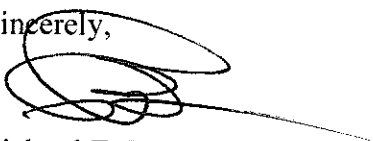
As explained in the User Agreement, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any court or clerk using QUEST to provide bulk distribution of court records or compiled information. You will need to contact the clerk from all counties using the QUEST system to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records as well as the fair market value of the records. The Division will notify the judges and clerks in the non-Odyssey counties of our approval.

A distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution or compiled information from court records from courts that do not use Odyssey.

An executed copy of your user agreement, Form TCM-AR9(F)-1, is enclosed. The agreement will expire on January 31, 2017. Please contact the Divisions Trial Court Technology Staff at 317.234-2710 in order to proceed with receipt of your data. A copy of their Order Form is attached for your use.

If you have any questions, please contact me at richard.payne@courts.IN.gov or (317) 234-5398.

Sincerely,



Richard T. Payne
Staff Attorney
Trial Court Management

Enclosures: User Agreement, Form TCM-AR(F)-1
 Odyssey & Tax Warrant Bulk Data Order Form
 Distribution Receipt for Bulk Data or Compiled Information

ODYSSEY & TAX WARRANT BULK DATA ORDER FORM

DATE: _____

Requesting Person / Organization: _____

Contact Name & Phone Number: _____

ODYSSEY BULK DATA

☐ **All Case Categories** [Refer to Attachment A]

Or individual selections: ☐ Civil ☐ Criminal ☐ Family ☐ Probate ☐ Traffic (Infractions)

☐ **History** [open and closed cases] History Start Date: _____
[NOTE: History can only be purchased **along with purchase** of corresponding bulk data case category selections above.]

☐ **Tax Warrants** Start Date: _____
[NOTE: Tax warrants filed before start date are .01 cent per case.]

CHOOSE DELIVERY ☐ Monthly File Drop
☐ Messaging [not available for Tax Warrants]

PRICING Per Case Filing

New case: .10 cents

History case: .01 cent

Messaging: .15 cents

☐ **Odyssey - All Counties**

☐ **Odyssey & Tax Warrant - All Counties**

☐ **All Tax Warrant Only**

Or the selections below:

	ODYSSEY	TW		ODYSSEY	TW		ODYSSEY	TW	Tax Warrant Only
Allen	<input type="checkbox"/>	<input type="checkbox"/>	Hancock	<input type="checkbox"/>	<input type="checkbox"/>	Parke	<input type="checkbox"/>	<input type="checkbox"/>	Boone <input type="checkbox"/>
Benton	<input type="checkbox"/>	<input type="checkbox"/>	Harrison	<input type="checkbox"/>	<input type="checkbox"/>	Porter	<input type="checkbox"/>	<input type="checkbox"/>	Crawford <input type="checkbox"/>
Blackford	<input type="checkbox"/>	<input type="checkbox"/>	Hendricks	<input type="checkbox"/>	<input type="checkbox"/>	Posey	<input type="checkbox"/>	<input type="checkbox"/>	Fulton <input type="checkbox"/>
Boone *	<input type="checkbox"/>	<input type="checkbox"/>	Henry	<input type="checkbox"/>	<input type="checkbox"/>	Randolph *	<input type="checkbox"/>	<input type="checkbox"/>	Jay <input type="checkbox"/>
Carroll	<input type="checkbox"/>	<input type="checkbox"/>	Huntington	<input type="checkbox"/>	<input type="checkbox"/>	Ripley *	<input type="checkbox"/>	<input type="checkbox"/>	Lake <input type="checkbox"/>
Cass	<input type="checkbox"/>	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	Rush	<input type="checkbox"/>	<input type="checkbox"/>	Lawrence <input type="checkbox"/>
Clark	<input type="checkbox"/>	<input type="checkbox"/>	Jasper	<input type="checkbox"/>	<input type="checkbox"/>	Scott	<input type="checkbox"/>	<input type="checkbox"/>	Newton <input type="checkbox"/>
Dearborn*	<input type="checkbox"/>	<input type="checkbox"/>	Jennings	<input type="checkbox"/>	<input type="checkbox"/>	Shelby	<input type="checkbox"/>	<input type="checkbox"/>	Noble <input type="checkbox"/>
DeKalb	<input type="checkbox"/>	<input type="checkbox"/>	Johnson	<input type="checkbox"/>	<input type="checkbox"/>	St. Joseph	<input type="checkbox"/>	<input type="checkbox"/>	Pulaski <input type="checkbox"/>
Delaware	<input type="checkbox"/>	<input type="checkbox"/>	Knox	<input type="checkbox"/>	<input type="checkbox"/>	Starke	<input type="checkbox"/>	<input type="checkbox"/>	Randolph <input type="checkbox"/>
Elkhart	<input type="checkbox"/>	<input type="checkbox"/>	LaPorte	<input type="checkbox"/>	<input type="checkbox"/>	Steuben	<input type="checkbox"/>	<input type="checkbox"/>	Ripley <input type="checkbox"/>
Fayette	<input type="checkbox"/>	<input type="checkbox"/>	Madison	<input type="checkbox"/>	<input type="checkbox"/>	Tippecanoe	<input type="checkbox"/>	<input type="checkbox"/>	Vermillion <input type="checkbox"/>
Floyd	<input type="checkbox"/>	<input type="checkbox"/>	Marion	<input type="checkbox"/>	<input type="checkbox"/>	Tipton	<input type="checkbox"/>	<input type="checkbox"/>	White <input type="checkbox"/>
Fountain	<input type="checkbox"/>	<input type="checkbox"/>	Miami *	<input type="checkbox"/>	<input type="checkbox"/>	Union	<input type="checkbox"/>	<input type="checkbox"/>	Whitley <input type="checkbox"/>
Franklin	<input type="checkbox"/>	<input type="checkbox"/>	Monroe	<input type="checkbox"/>	<input type="checkbox"/>	Vanderburgh	<input type="checkbox"/>	<input type="checkbox"/>	
Gibson	<input type="checkbox"/>	<input type="checkbox"/>	Morgan	<input type="checkbox"/>	<input type="checkbox"/>	Vigo	<input type="checkbox"/>	<input type="checkbox"/>	
Grant	<input type="checkbox"/>	<input type="checkbox"/>	Orange	<input type="checkbox"/>	<input type="checkbox"/>	Warren	<input type="checkbox"/>	<input type="checkbox"/>	
Greene	<input type="checkbox"/>	<input type="checkbox"/>	Owen	<input type="checkbox"/>	<input type="checkbox"/>	Washington	<input type="checkbox"/>	<input type="checkbox"/>	
Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	Parke	<input type="checkbox"/>	<input type="checkbox"/>				

*City / Town courts only.

JUNE 6, 2016

ATTACHMENT A

Case Types Listing

- Data may be selected by **Case Category only**. (e.g. civil, Criminal, etc.) Data may **not** be selected for specific case types.
- Subsets of data for individual case types are not available.
- Notwithstanding the list of case types below, some cases are marked confidential or sealed and are not available through this process.

Case Category - Civil

Case Types:

CBFJ	CB - Foreign Judgment	MI	MI - Miscellaneous Civil
CBTW	CB - Tax Warrants	PC	PC - Post Conviction Relief Petition
CC	CC - Civil Collection	PL	PL - Civil Plenary
CP	CP - Civil Plenary	SC	SC - Small Claims
CT	CT - Civil Tort	TW	TW - Tax Warrant
MF	MF - Mortgage Foreclosure		

Case Category - Criminal

Case Types:

CF	CF - Criminal Felony	F3	F3 - Felony Level 3
CM	CM - Criminal Misdemeanor	F4	F4 - Felony Level 4
DF	DF - CL D Felony or lesser charge	F5	F5 - Felony Level 5
FA	FA - Class A Felony	F6	F6 - Felony Level 6
FB	FB - Class B Felony	MC	MC - Miscellaneous Criminal **
FC	FC - Class C Felony	MR	MR - Murder
FD	FD - Class D Felony	OE	OE - Exempted Ordinance Violation***
F1	F1 - Felony Level 1	OV	OV - Local Ordinance Violation***
F2	F2 - Felony Level 2		

** MC case types are included in the criminal data only if they have a defendant-party. Similar to public access, many cases are excluded by assigning the defendant as a participant to the case.

*** At this time, OV and OE cases are included in the criminal case data only. In future extracts, OV and OE cases may become part of the Traffic Case Category.

Case Category - Probate

Case Types:

CBWB	CB - Will Book
EM	EM - Estate, Miscellaneous
ES	ES - Estate, Supervised
EU	EU - Estate, Unsupervised
GU	GU - Guardianship

Case Category - Family

Case Types:

DR	DR - Domestic Relations
RS	RS - Reciprocal Support
JP	JP - Juvenile Paternity*

**New or duplicate cases filed on or after July 1, 2014.*

Case Category - Traffic

Case Type:

IF	IF - Infraction
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**Indiana Supreme Court
Division of State Court Administration**

**DISTRIBUTION RECEIPT FORM FOR BULK DISTRIBUTION OF DATA OR
COMPILED INFORMATION**

This form is to be filed with the Division of State Court Administration within thirty (30) days of receipt of bulk distribution of court records.

Identity of Requestor:

Address:

Telephone:

E-Mail:

Bulk Data Requested (i.e. docket information, court records, record of judgments and orders):

Date Received (if the distribution shall be continuous, indicate the first date the data was distributed):

Format of distributed data (i.e. electronic feed, paper copies, et cetera):

Expenses related to receipt of data distribution (indicate the amount paid for distribution of data):

____ total ____ monthly ____ annual

Comments:



Indiana Supreme Court Division of State Court Administration

USER AGREEMENT FOR BULK DISTRIBUTION OF CONFIDENTIAL DATA OR COMPILED INFORMATION EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and the University of Cincinnati Corrections Institute ("Requesting Party").

Recitals

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts. The Division reviews each request for Bulk Distribution or Compiled Information to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights and ownership to the Odyssey case management system for Indiana courts and clerks.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information that includes information excluded from public access under Rule 9, Sections G and/or H. The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information. The Indiana Supreme Court has reviewed, considered and authorized the requested Bulk Distribution of Data or Compiled Information and entered an Order under Rule 9 (F)(4)(c) authorizing the Division to proceed toward delivery of the Bulk Distribution.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data sought is not contained in the Odyssey case management system and the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of Rule 9 of the Indiana Rules of Court, the parties now, therefore, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

2. Records Approved for Distribution as Bulk Data or Compiled Information.

A. Court Records Sought and Approved.

1. List of Courts:

- a. Odyssey Courts: All
- b. Non-Odyssey Courts: All including courts using Quest Case Management System

2. List of Records: All Court Record data contained in juvenile cases filed in 2014 and 2015 that is confidential under Administrative Rule 9 contained in one thousand (1000) randomly selected cases per year including:

- a. IYAS information containing a youth's overall score, risk level and individual measures across IYAS domains (e.g., peers and social support network; pro-social skills; substance abuse, mental health, and personality,

- b. Case Disposition & Treatment Type containing disposition decision measures (e.g., whether the youth was placed on probation or placed in a residential facility), as well as records for any treatment or programming youths received (e.g., cognitive-behavioral, education, substance abuse) for youths included in the comprehensive assessment sample,
- c. Demographics. Race/ethnicity, age, and gender for youths included in the comprehensive assessment sample,
- d. Official Recidivism Data that includes: (1) new arrests (juvenile and/or adult), (2) new felony adjudications/convictions (juvenile and/or adult), and (3) return to custody (juvenile commitment or adult incarceration), and
- e. contact information for a pool of juvenile offenders, randomly selected from the two year period of cases, not to exceed two hundred fifty (250), to be solicited to voluntarily participate in a two (2) year intensive survey study of one hundred (100) participants.

Such records are more particularly described in the Order of the Indiana Supreme Court granting the Requesting Party's data request dated May 17, 2016.

With regard to social security numbers, dates of birth, and addresses the data provided from any source is limited to the following:

- a. Social Security Numbers – the last four digits,
- b. Dates of Birth – the month and year of birth, and
- c. Addresses – zip code only except with regard to the Follow Up Survey pool not to exceed two hundred fifty cases.

3. Enhanced Security Standards: UCCI shall replicate the security standards of the Indiana Office of Technology secure room at its facility in order to avoid the need to send its credential researchers to Indianapolis to work with the data. The security standards require:

- a. utilization of PGP encryption and SFTP transfer for the transfer of data from the Division of State Court Administration's Court Technology section to the recipient,
- b. after the transfer, access will be restricted by user-level password,
- c. disassociation of the confidential identifying information as soon as possible,
- d. retention of all data in a secure locked room within the University,
- e. performance of all analytical work on the data restricted to the University secure room by credentialed employees or agents who cannot bring or remove materials to or from the room,

- f. all security for the data compliant with standards of the National Institute for Standards and Technology (NIST), and
- g. upon completion of the study, but no later than one year after the execution of this Agreement, UCCI will securely wipe any sections of computer hard drives on which the requested data is stored; provided, however, UCCI may, upon application, receive an extension and postpone wiping computer hard drives for the period of time required for data retention by the applicable federal requirements.

B. Court Records Maintained in the Odyssey data repository and Quest.

1. The Division will provide the Requesting Party the initial data extract of the approved records from the Odyssey Case Management System pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552. When the approved request requires more than a single extract of data, the Division will provide a monthly data extract thereafter on or before the tenth day of each month of the term of the approval.
2. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

C. Other Court Records Not Maintained in the Odyssey or Quest data repository.

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Indiana Supreme Court and the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records and may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the reasonable cost of responding to the request.

Any records provided under this sub-section shall be transmitted, received and used in accordance with the security protocols and standards set for by the above mentioned order of the Indiana Supreme Court.

3. Rights and Interests.

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

All subcontractors or other entities receiving access to the data provided hereunder shall be constrained by the restrictions on use of data as provided in Section 5 of this agreement or any other applicable sections of this agreement.

4. Ongoing Data Scrubbing and Update Requirements.

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

5. Restrictions on Use of Data.

A. Compliance with Authorities. The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

B. Social Security Numbers, Dates of Birth and Addresses. If the request includes release of social security numbers, dates of birth, or addresses, the information provided may include only the last four digits of social security numbers, only the year of birth, and only the zip code of addresses. The restrictions on release of social security numbers,

dates of birth, and addresses may be waived only upon a petition to the Executive Director of the Division of State Court Administration and a finding of exceptional circumstances by the Indiana Supreme Court.

C. Resale of Data. The request that has been approved by the Indiana Supreme Court has been granted because the Requesting Party has a substantial interest or a bona fide research activity for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes.

The Requesting Party shall not:

- i. reproduce, resell or otherwise distribute, directly or indirectly,
- ii. use, directly or indirectly, for the purpose of sale of a product or service to an individual or the general public, or
- iii. copy or duplicate, other than as stated for scholarly, journalistic, political, governmental, research, evaluation or statistical purposes,

the Court Records or Data provided under this Agreement. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

D. Policies for Dissemination of Data. The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method.

6. Reporting Requirement. With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

7. Audits. The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

8. Disclaimer of Warranties. The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.

9. Limitation of Liability. The Requesting Party acknowledges and accepts that the Court Records or Data are provided “as is” and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

10. Indemnification. The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and reasonable attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party or any other parties. Requesting Party’s obligation for the indemnification period shall be limited to the term of this

Agreement plus two years with a limit of \$750,000.00 to be appropriated and certified as available for payment prior to the execution of the Agreement.

11. Assignment. The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

12. Termination and Renewal.

A. General. Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

B. Renewal. This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

C. Termination for Cause. The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.

D. Termination for Nonpayment. The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days after Requesting Party's receipt of written notice of the outstanding balance.

E. Termination in Event of Assignment. The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

13. Attachments. This Agreement incorporates by way of attachment the following:

A. A copy of the Order of the Indiana Supreme Court approving the Requesting Party's Request for Bulk Distribution of Confidential Data or Compiled Information as **Exhibit A**;

B. The original Request provided to the Division from the Requesting Party as **Exhibit B**; and

C. The approval letter provided to the Requesting Party from the Division as **Exhibit C**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

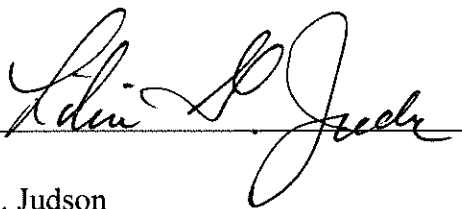
14. Applicable Law. This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

15. Effective Date. This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

16. Authority to Execute Agreement. The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

Indiana Supreme Court
Division of State Court Administration

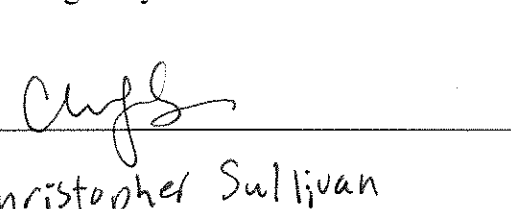
University of Cincinnati Corrections Institute
Requesting Party

By: 

Lilia G. Judson

Interim Chief Administrative Officer

Date: 5/20/16

By: 

Christopher Sullivan

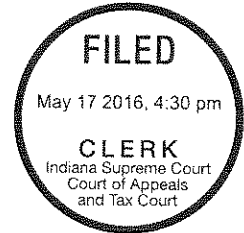
(Name)

Associate Professor

(Title)

Date: 6/2/16

In the
Indiana Supreme Court



IN THE MATTER OF THE REQUEST BY
THE UNIVERSITY OF CINCINNATI
CORRECTIONS INSTITUTE FOR
RELEASE OF BULK DATA OR COMPILED
INFORMATION EXCLUDED FROM
PUBLIC ACCESS

Supreme Court Case No.
49S00-1512-MS-718

ORDER GRANTING UNIVERSITY OF CINCINNATI CORRECTIONS INSTITUTE'S
REQUEST UNDER ADMINISTRATIVE RULE 9(F)(4) FOR RELEASE
OF BULK DATA OR COMPILED INFORMATION THAT INCLUDES INFORMATION
EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9

The University of Cincinnati Corrections Institute (UCCI) has filed a Verified Request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4). This request seeks to obtain specific data that is excluded from public access under Administrative Rule 9 contained in the Indiana Court Information Technology Extranet (INCite) and the case management systems of Indiana courts exercising juvenile jurisdiction. UCCI seeks data from two thousand juvenile cases, equally divided between 2014 and 2015, which will include:

1. all Indiana Youth Assessment System (IYAS) information containing a youth's overall score, risk level, and individual measures across IYAS domains (peers and social support network, pro-social skills, substance abuse, mental health, and personality),
2. case disposition and treatment types (probation, placement) as well as treatment records or programming received (cognitive-behavioral, education, substance abuse),
3. demographics (race/ethnicity, age, gender), and
4. official recidivism data (new arrests, new felony adjudications/convictions, and return to custodial placement).

UCCI seeks records that include social security numbers, dates of birth and addresses of affected individuals.

All data contained in Juvenile Delinquency Case Records and in the IYAS applications is excluded from public access. The purpose of the request is for governmental research and evaluation to study and analyze the Indiana's youth risk assessment system, IYAS.

A final component of UCCI's request is the Youth Follow-Up Self Report Subsample which consists of a random subsample of one hundred juveniles invited to participate in a two-year intensive study. The Subsample seeks to understand how juvenile justice decision-making based upon IYAS affects youth. Obtaining youth outcome information in conjunction with agency-wide factors, will allow for a comprehensive study of usage of the IYAS in relation to important youth outcomes. The additional information cannot be readily obtained from the IYAS database or official records.

UCCI has received a grant from the Office of Juvenile Justice and Delinquency Prevention to conduct the assessment which also includes the risk assessment systems adopted by Indiana, Ohio, and Arizona.

Indiana has a substantial interest in the creation and maintenance of a valid youth risk assessment system. The proposed study may provide, not only the Indiana Court System but other state and local agencies with a better understanding of the causes of the process for assessing risk for youthful offenders. Use of the risk assessment system can lead to the development of tools and resources to aid in the treatment of youth offenders and reduce recidivism in the State of Indiana. As a result, the Court desires to cooperate to the fullest extent it can with successful completion of the UCCI study while balancing and protecting the privacy rights and interests of individuals whose data will be examined.

The records sought are generally excluded from public access under Administrative Rule 9(G) and access to bulk or compiled case records excluded from public access may be granted by this Court only under specific circumstances under Administrative Rule 9(F)(4)(c). Under Administrative Rule 9(F)(4)(a)(v), a request for bulk distribution or compiled information that includes information excluded from public access must provide for individual notice to all persons affected by the release of the information unless, upon prior notice to the Indiana Attorney General and a reasonable opportunity to respond, such individual notice requirement is waived by this Court. UCCI requested the Court to waive the requirement for provision of individual notice to all persons affected by the release of the information.

The Indiana Attorney General has filed a Response as provided for under Administrative Rule 9(F)(5) and does not oppose the requested waiver.

The Court finds that the request involves a significant number of individual case files and notice, if required, would result in notifying a large number of individuals. UCCI has advised the Court that it will disassociate the confidential identifying information as soon as possible and retain it in UCCI Secure Data Room in a network zone protected by an additional firewall with a tightly controlled access list. Analytical work on the data will only occur in this facility by credentialed employees or agents who may not bring or remove materials to or from the room. All security for the data will comply with or exceed standards of the National Institute for

Standards and Technology (NIST) 800-53 R4. Upon completion of the study, but no later than May 1, 2017, unless an extension of time is granted due to federal requirements concerning data retention or other reasonable basis, UCCI will securely wipe any sections of computer hard drives on which the requested data is stored.

Accordingly, the Court finds that UCCI has shown by clear and convincing evidence that it has satisfied the requirements of Admin. R. 9(F)(4)(a)(i), (ii), (iii), and (iv), and the public interest will be served by allowing access.

The Court further finds the information sought by UCCI is consistent with the purposes of this rule, resources are available to prepare the information, and fulfilling the request is an appropriate use of public resources.

After consideration of the request for waiver of individual notice to individuals affected by release of the information excluded from public access, the Court finds by clear and convincing evidence that the purposes for which the information is sought substantially outweighs the privacy interests protected by this rule. Accordingly, due to the highly secure manner for the protection of the data, the Court waives the requirement of individual notice to all parties affected by release of the sought information to which public access is prohibited or restricted.

An order granting a request under this subsection may specify particular conditions or requirements for use of the information, including without limitation:

1. the confidential information will not be sold or otherwise distributed, directly or indirectly, to third parties; provided, however, that the results of UCCI's analysis and conclusions from its research may be utilized in the publication of scholarly article(s) or reports,
2. the confidential information will not be used directly or indirectly to sell a product or service to an individual or the general public,
3. the confidential information will not be copied or duplicated other than for the stated research, and
4. access to the storage media containing the confidential data will be limited and, as appropriate, kept and stored in the secure data facility when not being used.

The Court finds that these conditions shall apply to the data sought by UCCI.

Administrative Rule 9(F)(4)(d) specifies that “[w]hen the request includes release of social security numbers, dates of birth, or addresses, the information provided may include only the last four digits of social security numbers, only the year of birth, and only the zip code of addresses. The restrictions on release of social security numbers, dates of birth, and addresses may be waived only upon a petition to the Executive Director of the Division of State Court

Administration (Division) and a finding of exceptional circumstances by the Indiana Supreme Court.”

UCCI made such a request in its petition and the Court finds the potential increase in juvenile justice improvement that could result from a successful study by reducing recidivism and improved risk assessment constitutes the “exceptional circumstance” that justify releasing more data than would normally be restricted under Administrative Rule 9(F)(4)(d).

The Court hereby grants the UCCI request for Bulk Data/Compiled Information under Administrative Rule 9(F)(4) and the Division shall provide data to UCCI, to the extent discussed herein, from the case records contained in the Odyssey Case Management System and records concerning cases on INCite from IYAS. UCCI’s initial identification of 2000 cases for study will be equally and randomly selected from two one year periods from IYAS. However, with regard to social security numbers and dates of birth, and addresses, the data provided is limited to the following:

1. social security numbers – the last four digits, and
2. dates of birth – the month and year of birth, and
3. addresses – zip code only,

except as required for establishment of contact for the Youth Follow-Up Self Report Subsample.

UCCI, if it chooses, may contact courts with juvenile jurisdiction using case management systems other than the state Odyssey system and ask for the confidential data for its study as approved herein. Courts contacted for such data shall determine whether to provide the data as provided under Admin. R. 9(F)(2)(c) but must ensure that any data is transmitted, received, and used in complete accordance with the same security protocols and standards as specified in this order for data from the Odyssey Case Management System. Transfers of non-Odyssey data to UCCI shall only occur after the sufficiency of the security methods has been demonstrated through testing. If access is granted to data from other case management systems, then UCCI may also receive data related to those cases from IYAS on INCite.

Due to the distance involved, the Court grants UCCI’s request that it be allowed to replicate the Indiana Office of Technology secure room at its facility in order to avoid the need to send its credentialed researchers to Indianapolis to work with the data. UCCI shall implement and/or utilize enhanced security standards. Enhanced security standards require:

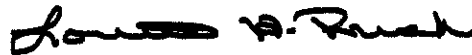
1. utilizing of PGP encryption and SFTP transfer for the transfer of data from the Division of State Court Administration to the recipient,
2. after the transfer, access will be restricted by user-level password,
3. disassociation of the confidential identifying information as soon as possible,

4. retention of all data in a secure locked room within the University,
5. performance of all analytical work on the data restricted to the University secure room by credentialed employees or agents who cannot bring or remove materials to or from the room,
6. all security for the data compliant with standards of the National Institute for Standards and Technology (NIST), and
7. upon completion of the study, but no later than (a date to be specified) any sections of computer hard drives on which data is stored would be securely wiped.

Upon the conclusion of its project, UCCI shall provide the Court, for review purposes only, any report and findings produced under this project based, in whole or in part, upon the data provided under UCCI's Request. Provision of such report and findings shall occur a reasonable time prior to publication or release.

IT IS, THEREFORE, ORDERED that the Division of State Court Administration provide UCCI the data described in this order within four (4) days of the execution of a Confidential Bulk Data/Compiled Information User Agreement.

Done at Indianapolis, Indiana, on 5/17/2016.



Loretta H. Rush
Chief Justice of Indiana

All Justices concur.